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X 1981 - 1982 AGREEMENT

BETWEEN THE  
IRVINGTON EDUCATIONAL SECRETARIES' ASSOCIATION

AND THE  
IRVINGTON BOARD OF EDUCATION (Employer)

BOARD OF EDUCATION  
Office of the Sec'y-Bus. Mgr.  
1150 SPRINGFIELD AVE.  
IRVINGTON, N. J. 07111

## TABLE OF CONTENTS

	Page No.
Article I      Recognition Clause.....	2
Article II     Negotiation Procedure.....	2
Article III    Board's Rights Clause.....	3
Article IV    10-Month Employees.....	3
Article V    12-Month Employees .....	6
Article VI   Holidays .....	8
Attendance at Conventions of NJEA.....	9
Article VII   Sick Leave .....	9
Terminal Pay on Basis of Sick Leave.....	10
Notification of Sick Days .....	10
Article VIII   Sick Bank .....	10
Article IX   Leaves of Absence .....	10
Absence because of Illness in Family .....	11
Absence by Reason of Death .....	11
Other Special Leaves of Absence .....	11
Maternity Leave of Absence .....	12
Article X   Reduction of Number of Office Employees.....	12
Article XI   Vacation Schedules .....	12
Article XII   Insurance Protection .....	13
Prescription & Dental Plans .....	13
Article XIII   Notice of Vacancy .....	13
Article XIV   Overtime .....	13
Article XV   Authorization for Deduction .....	14
Article XVI   Grievance Procedure .....	14
Article XVII   President's Released Time .....	17
Article XVIII   Released Time During Recess Periods .....	17
Article XIX   Miscellaneous .....	18
Article XX   Alteration of Agreement .....	19
Memorandum of Clarification (Holidays)	19
Article XXI   Representative Fee .....	20
Article XXII   Salary Guides .....	22-26

## PREAMBLE

This agreement entered into this 30th day of June, 1981, by and between the Board of Education of the Town of Irvington, New Jersey, hereinafter referred to as the "Board," and the Irvington Educational Secretaries' Association, hereinafter referred to as the "Association."

## WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

## ARTICLE I

### RECOGNITION CLAUSE

The Board of Education of the Town of Irvington, hereby recognizes the Irvington Educational Secretaries' Association as the exclusive bargaining representative, as defined in Section 7, Chapter 123, Public Laws 1974, for all Secretaries, Clerk-Typists, Dental Clerk, Assistant Bookkeepers, Register Clerks, Athletic Clerk, Administrative Secretary to the Assistant Superintendent, and Telephone Operators employed by the Irvington Board of Education, exclusive of the Administrative Secretary to the Superintendent, Administrative Secretary to the Secretary-Business Manager and Administrative Payroll Assistants.

- (a) The term "employee," when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

## ARTICLE II

### NEGOTIATION PROCEDURE

- 1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- 2. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good-faith effort to reach an agreement on all matters concerning the terms and conditions of secretarial employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein, and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

### ARTICLE III

#### BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Town of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal and to promote and transfer all such employees;
- (c) To determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

### ARTICLE IV

#### 10 MONTH EMPLOYEES

1. (a) A regular work week shall consist of 35 hours of work, the hours are to be fixed by the immediate supervisor.  
  
(b) The immediate supervisor shall assign a lunch period for each employee under his/her jurisdiction. This lunch period shall not exceed one hour.  
  
(c) The employees shall report for duty as indicated by their immediate supervisor and their work shall be under the control and supervision of said supervisor. They shall strive to complete their work within the above prescribed regular working periods; however, they are expected to complete their assignments.  
No compensation for such overtime special services shall be paid for unless the same is first duly approved by the immediate supervisor.

- (d) The immediate supervisor of each school shall keep accurate and current records of attendance and absence of all employees under his/her supervision. He or she shall complete and submit the reports to the Secretary-Business Manager of the Board of Education on the approved forms.
  - (e) Employees covered by these rules and regulations shall work on the same schedule as teachers, except that they shall start on September 1st and work until June 30th.
2. (a) Sick leave, as used in this rule, is defined to mean absence from his/her post of duty, of any such employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease, or being quarantined for such a disease in his/her immediate household.
- (b) All employees covered by these rules, who are steadily employed, shall be allowed sick leave, with full pay, at the regular rate, on the basis of one day for each month of the calendar year that the employee has worked.
- (c) If an employee requires in any calendar year, less than the allowed days for sick leave, all days of leave not utilized that year, shall be accumulated to be used for sick leave as needed in subsequent years, provided the employee is still employed.
- (d) In case of sick leave claimed, the Board of Education may require a physician's certificate which shall be filed with the Secretary of the Board of Education.
- (e) In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Secretary of the Board, through the Principal's office, within 5 school days from the last day of absence. In any event, a physician's certificate for four (4) or more consecutive school days of absence, due to personal illness or quarantine, must be filed with the Secretary of the Board, through the Principal's office, within five (5) school days from the last day of absence. The statement shall be filed through the Supervisor's office where applicable.
3. (a) All injuries, no matter how slight, must be reported to the immediate supervisor. The supervisor shall make a written report to the office of the Board.
- (b) All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workmen's Compensation awards made for temporary disability. The Board reserves the right to have the employee examined at reasonable times by a school medical inspector.

- (c) Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his job as a result of a personal injury caused by an accident arising out of and in the course of his work, the Board may pay to the employee, the full salary for the period of absence, reduced by the amount of Workmen's Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workmen's Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.
4. (a) In case of death of a member of the employee's immediate family, limited to spouse, mother, father, child, brother or sister, the employee shall be entitled to five (5) days off from work for the funeral, without loss of pay.
- (b) In the case of the death of the grandparents of the employee, father-in-law or mother-in-law of an employee, the employee shall be entitled to three (3) days off from work for the funeral, without loss of pay.
- (c) In the case of the death of a relative of the employee, the employee shall be entitled to one day off from work for the funeral, without loss of pay.
- It is necessary that an employee file, in these instances, a written statement, giving dates and family relationship with the deceased, with the Secretary of the Board, within 5 school days of absence.
- (d) Two (2) day's absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal or business purposes, provided the immediate supervisor approves of this absence, in advance. These days of absence must be taken during the current school year and cannot be accumulated.
- Any employee entitled to, and does not use personal business days during any one school year, will have the unused personal day's transferred to that employee's accumulated sick time.
- It is necessary that employees, in case of leave of absence claimed, file a written statement with the Secretary of the Board, through the Principal's office, within 5 school days from the date of absence.
- (e) An employee shall be entitled to full pay for one day during the school year, when absence is due to attendance in court or quasi-judicial hearing in response to a subpoena to testify, provided proof is filed with the Secretary of the Board, through the Principal's or Supervisor's office, of such attendance, within 5 days from the date of absence.

(f) No deduction in salary shall be made if the absence is caused by the illness of a parent, brother, sister, husband, wife, child, or other member of the immediate family or household, RESIDING WITH THE EMPLOYEE, except in the case of the employee's mother or father and in which case, the Board Secretary may require an affidavit of proof, and provided that such leave of absence shall not exceed three (3) school days in any school year. This leave can be for 3 separate school days, or for consecutive school days (not more than 3) in any school year. This leave is not to accumulate to beyond any school year.

In the event of such absence, the employee shall file a written statement certifying to the relationship of the person who is ill, with the date of absence and same shall be filed with the Secretary of the Board, through the Principal's office, within five school days from the day of absence. Should said absence continue for two or three consecutive school days, the written statement of the employee shall be accompanied by a certificate of a physician certifying to illness of the parent, etc. Failure to file the statement and the physician's certificate, as above specified, shall be cause for deduction of salary for said absence.

(g) All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, and excluding salary increments, shall be restored upon return and shall return to the same classification which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent classification.

## ARTICLE V

### 12 MONTH EMPLOYEES

(A) Employees covered by these rules and regulations are those covered under the terms of this agreement who normally work a 7 hour day, exclusive of lunch hour and who are employed on a 12-month basis, beginning July 1st and ending June 30th.

All employees covered under the terms of this agreement shall be under the jurisdiction of the Secretary-Business Manager and Assistant Board Secretary and under the immediate supervision of the Administrator of their school or department.

- \*(B) All employees fill positions in the school system that require honesty and integrity. The said employees shall, at all times, be courteous and respectful to all persons with whom they come in contact.

The said employees shall report for duty promptly on the scheduled hour and they shall be in a fit condition to perform their assigned duties. The use of loud or profane language is expressly prohibited.

In addition to the foregoing, the employees in the office of the Superintendent of Schools, the High School Principal, Elementary School Principals and the Guidance office, shall at all times, try to understand the pupils and to exercise caution and fairness in dealing with them and their parents. The employees under the Secretary-Business Manager shall, at all times, try to understand all persons having business with the Board and to exercise caution and fairness in dealing with said persons.

All the employees shall cooperate in an endeavor to establish a smooth running administration of the school system. They shall be accurate in performing the clerical duties and filing work and maintain control over all supplies allocated to them.

All employees must familiarize themselves with the rules and regulations of the Board of Education and the rules, regulations and directives of the New Jersey Department of Education applicable to secretaries.

The employees shall be hired under contract for annual calendar periods based on the twelve months' basis, at a salary rate to be approved by the Board of Education. Subject to the provisions of N.J.R.S. 18:5-51, (relating to tenure of persons holding secretarial or clerical positions), the term of the contract shall be subject to termination by the Board upon the service of a 30 days' notice for any reason whatsoever.

Effective July 1, 1981, prospectively, all new employees covered by these rules and regulations shall, as a condition of their employment, become a member of, and maintain membership in the Public Employees' Retirement System and the Social Security System.

The Board of Education controls the employment relationships within legal limitations and it has the power to control the employees in their duties, to assign and reassign them within the framework of their duties.

- (C) Subject to the provisions of the law made and provided for, and reserving unto the Board of Education the right to compel the retirement of an employee, at its discretion, at such other times as the applicable law might permit, it is provided that:

"All employees covered by these rules and regulations who shall have attained the age of 70 years, shall be retired from service on June 30th following their 70th birthday."

- (D) A regular work day shall consist of 7 hours of work, the hours to be fixed by the immediate supervisor. A regular work week shall consist of 35 hours of work, the hours to be fixed by the immediate supervisor. The immediate supervisor shall assign a lunch period for each employee under his/her jurisdiction. This lunch period shall not exceed one hour.

The employees shall report for duty as indicated by their immediate supervisor and their work shall be under the control and supervision of said supervisor. They shall strive to complete their work within the above prescribed regular working periods; however, they are expected to complete their assignments. No compensation for overtime special services shall be paid for unless the same is first duly approved by the immediate supervisor.

The immediate supervisor of each school shall keep accurate and current records of attendance and absence of all employees under his/her supervision. He/she shall complete and submit the reports to the Secretary-Business Manager of the Board of Education on approved forms.

## ARTICLE VI

### HOLIDAYS \*

1. (a) Twelve-month employees covered under the terms of this agreement shall receive the listed holidays off, with pay:

New Year's Day	Columbus Day
Good Friday	Lincoln's Birthday
July 4th	Washington's Birthday
Memorial Day	Martin Luther King Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Yom Kippur

- (b) Twelve-month employees covered under the terms of this agreement shall not be required to report to work on Rosh Hashanah when Irvington schools are not in session.
2. Should any holiday fall on a Saturday or Sunday, there shall be no extra pay or time off.
3. In the event an employee is required to work on any holiday due her/him under the terms of this agreement, they will receive double time and one-half of their regular pay for the hours worked.

Example: Should an employee be required to work a full day, she/he would receive her/his regular seven (7) hours, plus an additional 10 1/2 hours, or a total of 17 1/2 hours.

\* Refer to Page 19 for 'memorandum of clarification.'

4. ATTENDANCE AT CONVENTIONS OF NEW JERSEY EDUCATION ASSOCIATION

Whenever any full-time teaching staff member of any Board of Education of any local school district, or regional school district, or of a county vocational school, or any secretary, or office clerk, applies to the Board of Education by which he/she is employed for permission to attend the annual convention of the New Jersey Education Association, such permission shall be granted for a period of not more than two days in any one year and he/she shall receive his/her whole salary for the days of actual attendance upon the sessions of such convention, upon filing with the Secretary of the Board, a certificate of such attendance signed by the Executive Secretary of the Association.

ARTICLE VII

SICK LEAVE

Sick leave, as used in this rule, is defined to mean absence from his/her post of duty, of any such employee because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his/her immediate household.

All employees covered by these rules who are steadily employed, shall be allowed sick leave with full pay, at the regular rate, on the basis of one day for each month of the calendar year that the employee has worked.

If an employee requires in any calendar year, less than the allowed days for sick leave, all days of leave not utilized that year, shall be accumulated to be used for sick leave as needed, in subsequent year/s, provided the employee is still employed. In case of sick leave claimed, the Board of Education may require a physician's certificate which shall be filed with the Secretary of the Board of Education.

In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Secretary of the Board, through the Principal's office, within 5 school days from the last day of absence. In any event, a physician's certificate for four or more consecutive school days of absence due to personal illness or quarantine must be filed with the Secretary of the Board, through the Principal's office, within 5 school days from the last day of absence. The statement shall be filed through the Supervisor's office, where applicable.

## TERMINAL PAY ON BASIS OF SICK LEAVE

Any employee with fifteen (15) years or more of consecutive service with the Irvington Board of Education, may, upon termination of employment, receive the following compensation:

\$20.00 per day of accumulated sick days up to a maximum of 100 days. This benefit shall only be paid once for each employee.

## NOTIFICATION OF SICK DAYS

The Board agrees to report to each employee their accumulated, unused sick time, each year prior to October 1st.

## ARTICLE VIII

### SICK BANK

Members of the Irvington Educational Secretaries' Association shall be allowed to develop an accumulated sick bank plan provided said plan is submitted to the Office of the Secretary-Business Manager for approval.

## ARTICLE IX

### LEAVES OF ABSENCE

1. All injuries, no matter how slight, must be reported to the immediate Supervisor. The Supervisor shall make a written report to the Office of the Board.

All absences caused by such on-the job-injury shall be reported. The employee shall advise the Board of any and all amounts of Workmen's Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his/her job as a result of a personal injury caused by an accident arising out of, and in the course of his/her work, the Board may pay to the employee, the full salary for the period of absence reduced by the amount of Workmen's Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workmen's Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.

**2. ABSENCE BECAUSE OF ILLNESS IN FAMILY (NO SALARY DEDUCTION)**

No deduction in salary shall be made if the absence of the employee is caused by the illness of a parent, brother, sister, husband, wife, child, or other member of the immediate family or household, RESIDING WITH THE EMPLOYEE, except in the case of the employee's mother or father and in which case, the Board Secretary may require an affidavit of proof, and provided that such leave of absence shall not exceed three (3) school days in any school year. This leave can be for 3 separate school days, or for consecutive school days (not more than 3) in any school year. This leave is not to accumulate to beyond any school year.

In the event of such absence, the employee shall file a written statement certifying to the relationship of the person who is ill, with the date of absence and same shall be filed with the Secretary of the Board, through the Principal's office, within five school days from the day of absence. Should said absence continue for two or three consecutive school days, the written statement of the employee shall be accompanied by a certificate of a physician certifying to the illness of the parent, etc.

Failure to file this statement and the physician's certificate, as above specified, shall be cause for deduction of salary for said absence.

**3. ABSENCE BY REASON OF DEATH**

In case of death of a member of the employee's immediate family, limited to spouse, mother, father, child, brother or sister, the employee shall be entitled to five (5) days off from work for the funeral, without loss of pay.

In case of the death of the grandparents of the employee, father-in-law or mother-in-law of an employee, the employee shall be entitled to three (3) days off from work for the funeral, without loss of pay.

In the case of the death of a relative of the employee, the employee shall be entitled to one (1) day off from work for the funeral, without loss of pay.

It is necessary that an employee file in these instances, a written statement giving dates and family relationship with the deceased, with the Secretary of the Board, within 5 school days of absence.

**4. OTHER SPECIAL LEAVES OF ABSENCE WITHOUT LOSS OF PAY**

Two days' absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal or business purposes, provided the immediate Supervisor approves of this absence, in advance. These days of absence must be taken during the current school year and cannot be accumulated.

Any employee entitled to, and does not use personal business days during any one school year, will have the unused personal day's transferred to that employee's accumulated sick time.

It is necessary that employees, in case of leave of absence claimed, file a written statement with the Secretary of the Board, through the Principal's or Supervisor's office, within five (5) school days from the date of absence.

An employee shall be entitled to full pay for one day during the school year when absence is due to attendance in court or quasi-judicial hearing, in response to a subpoena to testify, provided proof is filed with the Secretary of the Board through the Principal's or Supervisor's office, of such attendance, within 5 days from the date of absence.

5. MATERNITY LEAVE OF ABSENCE (WITHOUT PAY)

Both parties agree that a maternity clause will be incorporated in this agreement to conform with the New Jersey State Law.

## ARTICLE X

### REDUCTION OF NUMBER OF OFFICE EMPLOYEES

The Board of Education may reduce the number of employees subject to the following restrictions and conditions, i.e. No such reduction shall be made by reason of residence, age, sex, race, religion or political affiliation, but when any such employee under tenure is dismissed, the employee having the least number of years of service to his credit, shall be dismissed in preference to those having longer terms of service and can competently fill the positions which are going to be continued, and any employee so dismissed shall be, and will remain upon a preferred eligible list in the order of years of service for re-employment whenever vacancies occur, and shall be re-employed by the Board of Education in such order, and upon re-employment, shall be given full recognition for previous years of service in his/her respective position and employment.

## ARTICLE XI

### VACATION SCHEDULES

Effective July 1, 1974...employees shall receive an annual vacation in accordance with the following schedule:

1.	Employees having worked for the Board for a continuous period of <u>not</u> more than one year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one working day for each month of continuous service, exclusive of the first two months of such service.				
2.	1 year	- less than	5 years	...	10 days
	5 years	- less than	15 years	...	15 days
	15 years	- less than	25 years	...	20 days
	25 years	- and over		...	25 days

3. All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one year from the date of the accrual of the vacation.

## ARTICLE XII

### INSURANCE PROTECTION

#### - PRESCRIPTION PLAN - DENTAL PLAN

The Board agrees to pay 100% of the premium cost of the Connecticut General Life Insurance Co./Garden State Health Plan or equivalent, insurance coverage for all full time employees covered by this agreement and their immediate families (spouse and eligible children). All employees who wish to avail themselves of the aforesaid insurance coverage must make application for said coverage to the Board for themselves and for all eligible members of their family who wish to be covered by said insurance.

Prescription Plan - The Board agrees to provide a co-pay family prescription plan (employee cost \$1.00 per approved prescription) for all full time employees in the employment of the Board of Education.

Dental Plan - The Board agrees to pay 100% of the premium cost of a family dental plan. (Connecticut General Life Insurance Company) or equivalent.

## ARTICLE XIII

### NOTICE OF VACANCY

The President of the Irvington Educational Secretaries' Association will be notified of all permanent vacancies or promotions for positions incorporated in this Agreement and each school and Administrative Office shall be posted. It is specifically understood and agreed that the Board of Education reserves the sole right to make all final decisions with regard to promotions or filling vacant positions. All applicants for vacancies and/or promotional positions, shall receive an interview as well as a written reply to their status of the positions/s in question.

## ARTICLE XIV

### OVERTIME

Overtime...defined as any time spent at regular duties or other assigned duties, consistent with this agreement, either before/after regular daily work hours, or any day other than provided in the regular work year. All overtime will be rounded to the nearest 15 minutes at end of each pay period. This will be remunerated at the rate of 1 1/2 times the hourly salary.

## ARTICLE XV

### AUTHORIZATION FOR DEDUCTION

Deduction for payment of dues; authorization; withdrawal. Whenever any person holding employment, whose compensation is paid by this State, or by any County, Municipality, Board of Education or authority in this State, or by any Board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his/her compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member; such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to half deductions as of January 1 or July 1 next, succeeding the date on which notice of withdrawal is filed.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### 1. DEFINITIONS

The term "grievance" means a complaint by any employee or group of employees that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of this agreement.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances;

- (a) the failure or refusal of the Board to renew a contract of a non-tenure employee.
- (b) in matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
- (c) in matters where the Board is without authority to act.
- (d) in matters involving the sole and unlimited discretion of the Board.

The term "employee" shall mean any regularly employed individual who is a member of the negotiating unit as set forth in Article I herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the association, or by the Board, to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee who may be affected by the determination of the Superintendent or the Secretary-Business Manager in connection with the procedure herein established.

## 2. PROCEDURE

- (a) An aggrieved employee shall institute action under the provisions hereof within 5 calendar days of the occurrence complained of, or within 5 calendar days after he/ she would reasonably be expected to know of its occurrence. Failure to act within the said 5 days shall be deemed to constitute an abandonment of the grievance and the grievance shall be barred.
- (b) An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- (c) In the presentation of a grievance, the employee shall have the right to present his/her own appeal, or to designate an authorized representative of the Irvington Educational Secretaries' Association to appear with, and represent him/her at any step of his appeal. A minority organization shall not have the right to present or process a grievance.
- (d) Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- (e) In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal, or who may be answerable to more than one person, he/she shall discuss his/her grievance initially with the Secretary-Business Manager or Assistant Board Secretary and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.
- (f) In any case, where a grievance is based upon the direct order, ruling or determination of the Secretary-Business Manager or Assistant Board Secretary, the aggrieved employee may appeal directly to the Board within 10 school days of the issuance of said order, ruling or directive, or within 10 days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:
- ..... The order, ruling or determination complained of;  
..... The basis of the complaint;  
..... A request for a hearing if a hearing is desired.
- A copy of the writings set forth above shall be served upon the Secretary-Business Manager and Assistant Board Secretary, one of which shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.
- (g) Upon receipt of a grievance filed under the provisions of Paragraph (f), the procedure shall be set forth in levels (b)-(c)-(d) and (e) of this agreement.
- (h) All employees who are members of the bargaining unit as set forth in Article I herein, shall be entitled to resort to the full procedure hereinabove set forth.
- (i) No grievance proceedings shall be scheduled during working hours.

### 3. \*LEVELS

Level 1. - An employee shall first discuss his grievance orally with his immediate superior. A decision shall be rendered within 3 days (school days) of said hearing. The said immediate superior shall make a record of the time and date of his discussion and a copy delivered to the grievant.

Level 2. - If the grievance is not resolved to the employee's satisfaction within 3 school days from the determination referred to in Level 1, the employee shall submit his/her grievance in writing, specifying in detail, the following paragraphs a-b-c, with copies to be submitted to the school Principal and to the immediate superior of the aggrieved employee:

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination.

Level 3. - Within 5 school days from the receipt of the written grievance, (unless a different period is mutually agreed upon) the Secretary-Business Manager or Assistant Board Secretary shall hold a hearing, at which time all parties of interest shall have the right to be heard.

Within 5 school days of said hearing, (unless a different period is mutually agreed upon), the Secretary-Business Manager or Assistant Board Secretary shall, in writing, advise the employee and his representative, if there be one, of the determination and shall forward a copy of said determination to the school Principal and to the immediate superior of the aggrieved employee.

Level 4. - In the event of the failure of the Secretary-Business Manager or the Assistant Board Secretary to act in accordance with the provisions of Level 3, and/or in the event a determination by either one, in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within 10 days of the determination, may appeal to the Board of Education.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

(a) the writings set forth in Levels 2 & 3 and a further statement, in writing, setting forth the appellant's dissatisfaction with the Secretary-Business Manager's or the Assistant Board Secretary's action. A copy of said statement shall be furnished to the Secretary-Business Manager, Assistant Board Secretary and to the adverse party.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing shall be held by the Board or a committee of three (3) or more Board Members designated by the Board.

The Board, or said committee, shall make a determination within 10 calendar days from the receipt of the grievance and shall, in writing, notify the employee, his/ her representative, if there be one, the Principal, the Secretary-Business Manager of its determination. This time period may be extended by mutual agreement of the parties.

Level 5. - If the aggrieved person is not satisfied with the disposition of his grievance at Level 4, or if no decision has been rendered within 10 school days after he/she has first met with the Board, or the committee, he/she may, within 5 school days after a decision by the Board, or the committee, or 5 school days after he/she first met with the Board, or the committee, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. A copy of said request shall be submitted to the Board within the aforementioned times specified.

If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the employee and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Failure to act within the time specified in this paragraph shall be deemed to constitute an abandonment of the grievance.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association.

The decision of the Arbitrator shall be final and binding on the parties.

## ARTICLE XVII

### PRESIDENT'S RELEASED TIME

The Association president shall be allowed released time from his/her assigned duties for grievance and arbitration purposes only, and providing further, that such released time is approved by his/her immediate supervisor and counter-approved by the Secretary-Business Manager. It is further agreed that if there is an abuse of the said released time, the Board of Education has the sole right to discontinue this practice for the Association president.

## ARTICLE XVIII

### RELEASED TIME DURING RECESS PERIODS

All 12-month secretaries covered by this agreement shall be entitled to two (2) paid "recess days" when the approved school calendar provides for recess periods, subject to the following provisions:

1. It is specifically understood and agreed that employees cannot receive more than one (1) of the aforementioned "recess days" in any one recess period.
2. It is further understood and agreed that the employee must have approval from his/her immediate supervisor and should the employee fail to report to work for a minimum of three (3) days during the recess period, that the "recess day" is applied for and approved, the employee shall forfeit the "recess day" and the day's pay shall be deducted accordingly.
3. Personal days, sick time, vacation days or any other due time cannot be used as a substitute for reporting time to qualify for the "recess day" off with pay. The employee must report to work for three (3) days during the recess period to qualify, however, if there are not five (5) working days in any recess period, this requirement shall be prorated accordingly.

4. Should a holiday fall within one of the recess periods where the employee applies and receives approval for a "recess day," the employee shall be entitled to the holiday and "recess day," providing the employee reports to work within the full terms of this article.
5. Failure to comply with the full provisions of this Article shall cause the employee to be deducted one (1) day's pay applicable to the "recess day" and said "recess day" shall be deemed lost.
6. When a holiday falls within a recess period, the employee shall be required to work a minimum of two (2) days during the recess period, subject to the approval of the Board Secretary or Assistant Board Secretary.

## ARTICLE XIX

### MISCELLANEOUS

1. Negotiation of Successor Agreement - The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of the Agreement.
2. Nothing contained herein shall be construed to deny or restrict to any employee, such rights as he may have under the New Jersey School Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
3. This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
4. No employee shall be prevented from wearing pins or other identifications of membership in the Association or its affiliates.
5. Reference is made to R.S. 18:5-50.5, the provisions of which are herein incorporated. All employees are required to comply with the statutory health requirements and to submit to the medical examinations as provided by law, as a condition of continued employment.
6. When such interpretation is appropriate, any word denoting gender used herein shall include all persons, and words used in the singular, shall include the plural.
7. The Principal, Administrator, Secretary or the Superintendent is hereby empowered to summarily order off the school premises, any employee who reports to work in an unfit condition, or if he/she violates any of the foregoing rules, or is guilty of neglect or misbehavior.

In addition, the Board, for just cause, may terminate the employment, discharge, dismiss or suspend said employee or reduce his/her compensation. All subject to the provisions of the Tenure Hearing Act in the case of tenure employees, and any changes in procedure when enacted in law.

8. In the event an employee expects to be absent, she/he shall telephone the Principal of the school, or the telephone switchboard operator, if available, not later than 7:30 A.M. of the day of such absence.

- 9. The Board and the Association agree that the Association shall have the right to use school buildings at reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations. Said use to be with the approval of the Secretary-Business Manager or his designated representative.
- 10. During the months of July and August, the work week shall consist of 35 hours of work and the assigned lunch period shall not exceed one-half hour.

Prior to scheduling summer hours for school secretaries, the Secretary-Business Manager and the President of the Association shall meet to determine the reporting time, lunch periods and closing time. Should the agents of the Board and Association fail to agree on a schedule for July and August, the decision of the Secretary-Business Manager shall be final.

- 11. Transportation Expenses - All mileage, in lieu of actual expenses of transportation allowed any employee covered under the terms of the Agreement, traveling by his/her own automobile on approved school-related business, away from his/her designated post of any duty, shall be paid at the rate of .18 ¢ per mile. Said reimbursement shall be made after signed approval by the Board Secretary-Business Manager or the Assistant Board Secretary/Finance Director.

## ARTICLE XX

### ALTERATION OF AGREEMENT

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed, in writing, between the parties.

### MEMORANDUM OF CLARIFICATION

RE: HOLIDAYS

It is further agreed that employees covered under the terms of this agreement shall be entitled to one-half day off, with pay, on Christmas Eve and New Year's Eve, providing that schools are not in session on that day, or part of that day (4 hour session), when the employee is required to report to work.

It is further agreed that for the purpose of clarification, if a holiday falls on Sunday and is celebrated on Monday following the holiday, and schools are not in session, employees covered under the terms of this agreement shall be entitled to that day off, with pay.

ARTICLE XXI  
REPRESENTATIVE FEE

A. Purpose of Fee

Effective September 1, 1981, if a member of the bargaining unit covered under the terms of this agreement does not become a member of the Association during any membership year, (i.e., from September 1, to the following August 31) prospectively, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in the amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. Deduction and Transmission of Fee

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 15 calendar days after receipt of the aforesaid list by the Board; or

(b) 45 calendar days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, or was on layoff, in which event, the deductions will begin with the first paycheck paid 15 calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees - On or about the 1st day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who were actively employed in a bargaining unit position, as defined in this agreement, during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

6. Save-Harmless - It is specifically understood and agreed that the Irvington Educational Secretaries' Association and its parent organization (N.J.E.A.) shall indemnify and hold the forms of liability, including liability for reasonable Counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Irvington Board of Education in conformance with this provision.

## ARTICLE XXII

### GUIDES FOR THE ADMINISTRATION OF SALARIES FOR SECRETARIES, ETC.

SCHEDULE "A" - Guidance Clerk  
Clerk-Typists  
Athletic Clerk  
Dental/Register Clerk  
Register Clerk

Effective: July 1, 1981

	<u>12 Months</u>	<u>10 Months</u>
Step 1 -	9,675.	8,063.
2 -	9,975.	8,271.
3 -	10,275.	8,563.
4 -	10,575.	8,813.
5 -	10,875.	9,063.
6 -	11,185.	9,321.
7 -	11,490.	9,575.
8 -	11,795.	9,829.
MAX.	13,000.	10,833.

NOTE:

It is specifically understood and agreed that the employee/s listed below shall be "RED CIRCLED" to their respective steps on Schedule "B"

EDNA CLARK  
FLORENCE MORAN  
JANET MEIER

The term "RED CIRCLED" is understood to mean that if a vacancy occurs in their classification, or a replacement of any of the above mentioned employees is necessary, the replacement or successor shall be classified and placed in Schedule "A" of this agreement.

SCHEDULE "B" -      Secretary-Administration Bldg.  
                            School Secretaries  
                            Library & Medical Secretaries  
                            Special Service Secretaries

Effective July 1, 1981

	<u>12 Months</u>	<u>10 Months</u>
Step 1 -	9,925.	8,271.
2 -	10,235.	8,529.
3 -	10,545.	8,788.
4 -	10,860.	9,050.
5 -	11,175.	9,313.
6 -	11,495.	9,579.
7 -	11,815.	9,846.
8 -	12,135.	10,113.
MAXIMUM	13,500.	11,250.

Add \$500. - Lead Secretary - 12 mos.

Add \$417. - Lead Secretary - 10 mos.

SCHEDULE "C" - Asst. Admin. Secretary to Supt.  
Asst. Bookkeeper/Asst. Purchasing Agent  
Admin. Secy. to Asst. Supts. & Supervisors

Effective: July 1, 1981

12 Months

Step 1 - 10,700.

2 - 11,050.

3 - 11,400.

4 - 11,775.

5 - 12,150.

6 - 12,550.

7 - 12,950.

8 - 13,350.

MAXIMUM: 14,680.

SCHEDULE "D" - Telephone Operators (Full Time)

Effective: July 1, 1981

12 Months

Step 1 - \$ 7800.

2 - 8000.

3 - 8225.

4 - 8475.

5 - 8725.

6 - 8975. .

7 - 9275.

8 - 9575.

MAX. 10,675.

AGREEMENT BETWEEN:

THE IRVINGTON BOARD OF EDUCATION

AND

THE IRVINGTON EDUCATIONAL SECRETARIES' ASSOCIATION

This agreement shall become effective on the 1st day of July, 1981, and remain in full force and effect for a period of one year and shall expire on the 30th day of June, 1982.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have set their hands and seals thereto, executing this agreement by their duly authorized agents this 30th day of June, 1981.

THE IRVINGTON EDUCATIONAL  
SECRETARIES' ASSOCIATION:

Marie Aiello  
Marie Aiello

Florence Gupko  
Florence Gupko

Janet Meier  
Janet Meier

Marion Miller  
Marion Miller

Perri Weimer  
Perri Weimer

THE IRVINGTON BOARD OF  
EDUCATION:

BY:  
Herbert L. Ramo  
Herbert L. Ramo, Chairman  
Negotiating Committee

ATTEST:

Michael A. Blasi  
Michael A. Blasi  
Secretary-Business Manager  
Board Negotiator